NONDISCLOSURE AGREEMENT

"Martindale-Hubbell": Martindale-Hubbell, a division of Reed Elsevier Inc.	"Company": Inherent.Com, Inc.
Martindale-Hubbell Authorized Representative: Carlton Dyce	Company Authorized Representative: Debra Kamys
Martindale-Hubbell Address: 121 Chanlon Road, New Providence, NJ 07974	Company Address: 2140 SW Jefferson St., Ste. 200, Portland, OR 97201

The purpose for which proprietary information is being disclosed: To explore a potential business relationship.

Effective Date:	Disclosure Period:	Protection Period:
11/01/04	This Agreement only covers proprietary information that is first disclosed during the two year period beginning on the Effective Date.	This Agreement only protects each item of proprietary information for two years after the date it is first disclosed during the Disclosure Period.

1. **Information Protected.** Proprietary information protected under this Agreement consists of information of any type reasonably related to the purpose described above, regardless of form. This Agreement and the fact of discussions between the parties in connection with this Agreement are also proprietary information.

To be protected under this Agreement, proprietary information must be information that the receiving party ("Recipient") knows or has reason to know is confidential, proprietary, or trade secret information of the other party ("Discloser"), either (i) because the information is marked as confidential or proprietary at the time of disclosure or promptly after disclosure or (ii) because of the nature of the information and the context in which it was disclosed. Without limitation, information concerning business models and strategies, pre-release product and service information, technical designs, customers, and pricing is in all cases covered under clause (ii), subject to the following paragraph.

This Agreement does not protect information that: (a) was in Recipient's possession before receipt from Discloser; (b) is independently developed or acquired by or for Recipient without use of Discloser's proprietary information; (c) is rightfully received by Recipient from a third party without a duty of confidentiality; (d) was disclosed by Discloser to a third party not under an obligation of confidentiality; or (e) is or becomes available to the public through no fault of Recipient.

2. **Recipient's Duties.** Recipient shall use Discloser's proprietary information only for the purpose described above and shall not disclose any such proprietary information outside its organization except as follows: (a) to persons who are advising Recipient in connection with its permitted use of such proprietary information and who are subject to confidentiality obligations with Recipient that protect Discloser's proprietary information to an extent comparable with this Agreement; (b) to other third parties, but only with Discloser's prior written consent, which Discloser may grant or withhold in its discretion; and (c) when disclosure is required under applicable law, if Recipient first gives Discloser notice of the required disclosure and cooperates with Discloser, at Discloser's expense, in seeking reasonable protective arrangements (however, Recipient is not required to act in a manner which would result in sanctions or other penalties). Recipient shall be primarily liable to Discloser for the compliance with this Agreement of each person described in clause (a) or (b). Recipient shall preserve all proprietary markings on Discloser's proprietary information provided to Recipient. At Discloser's written request, Recipient shall return proprietary information to Discloser or destroy it and certify its destruction.

3. **Scope of Obligations.** This Agreement does not obligate either party to disclose any particular proprietary information; to purchase, sell, license, transfer, or otherwise dispose of any technology, services, or products; or to enter into any other form of business relationship with the other party. Each party may independently develop and acquire services and products competitive with those of the other party, without reference to the other party's proprietary information. Each party may associate itself with competitors of the other party for any purpose, even if substantially similar to the purpose of this Agreement. This Agreement does not restrict the assignment of either party's employees or contractors, and the use by a party's employees and contractors of improved general knowledge, skills, and experience in the field of the other party's proprietary information is not a breach of this Agreement.

4. **Warranty.** Each Discloser warrants that it has the right to make the disclosures it elects to make under this Agreement. **NO OTHER WARRANTIES ARE MADE BY EITHER PARTY UNDER THIS AGREEMENT. ALL INFORMATION EXCHANGED UNDER THIS AGREEMENT IS PROVIDED "AS IS".** Discloser is not in any way responsible for any decisions or commitments made by Recipient in reliance on Discloser's proprietary information.

5. **Rights in Information.** Proprietary information remains the property of Discloser, and Recipient does not acquire any intellectual property rights under this Agreement except the limited rights necessary to use Discloser's proprietary information for the purpose described above.

6. **General.**

Except as the parties may otherwise agree in writing, each party shall bear its own costs in connection with the activities undertaken in connection with this Agreement.

Each party shall comply with all applicable laws, regulations, and rules relating to the export of technical data.

Each party may extend its rights and duties under this Agreement to its affiliates, but shall remain primarily liable for each such affiliate's compliance with all of the terms and conditions of this Agreement.

All waivers to this Agreement must be in writing and signed by the granting party.

This Agreement shall be governed by the laws of the State of New Jersey, USA, regardless of the laws that might otherwise apply under applicable principles of conflicts of law.

This Agreement is the complete and exclusive statement of the agreement between the parties with respect to the subject matter hereof and expressly supersedes and merges all prior proposals, understandings and all other agreements, oral or written, between the parties relating to the subject matter of this Agreement.

This Agreement constitutes the entire understanding between the parties with respect to the proprietary information described above. All additions or modifications to this Agreement must be in writing and signed by both parties.

Martindale-Hubbell, a division of Reed Elsevier Inc.	Inherent.Com, Inc.
By: [signature]	By: [signature]
Printed Name: CARLTON DYCE	Printed Name: Debra Kamys
Title: SR. DIRECTOR - LNMARTINDALE HUBBELL	Title: President

This Agreement does not bind either party until it has been executed and delivered by both parties.

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LEXISNEXIS LEGAL DEPT
REVIEWED BY:
DATE:

EXHIBIT A

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